D/B/A 1010 123 AMERICATEL

AMERICATEL CORPORATION ORIGINAL A.C.C. TARIFF NO. 1 PAGE 1, THIRD REVISED **CANCELS PAGE 1, SECOND REVISED**

INTEREXCHANGE SERVICE TARIFF

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of
telecommunications services provided by Americatel Corporation, d/b/a 1010 123 Americatel,
with its principal offices at 4045 N.W. 97th Avenue, Miami, Florida 33178. This tariff applies
for services furnished within the State of Arizona. This tariff is on file with the Arizona
Corporation Commission, and copies may be inspected, during normal business hours, at the
Company's principal place of business.

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

A.C.C. TARIFF NO. 1 PAGE 2, SEVENTH REVISED CANCELS PAGE 2, SIXTH REVISED

INTEREXCHANGE SERVICE TARIFF

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). The original and revised sheets named below comprise all changes from the original tariff, and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	<u>Sheet</u>	Revision
1	Third Revised **	23.1	First Revised **
2	Seventh Revised **	23.2	First Revised **
2.1	Original **	23.3	First Revised **
3	Fourth Revised *	23.4	First Revised **
4	Third Revised *	23.5	First Revised **
5	Third Revised *	23.6	First Revised **
6	Third Revised *	23.7	First Revised **
7	Third Revised **	23.8	First Revised **
8	Third Revised *	23.9	First Revised **
8.1	Original	23.10	Original
9	Third Revised *	23.11	Original
10	Fourth Revised **	23.12	Original
11	Third Revised **	23.13	Original
11.1	Original	23.14	Original
12	Third Revised *	23.15	Original
13	Third Revised *	23.16	Original
14	Third Revised **	23.17	Original
15	Third Revised *	23.18	Original
16	Fourth Revised **	23.19	Original
17	Third Revised **	23.20	Original
18	Third Revised **	23.21	Original
19	Fourth Revised *	23.22	Original **
20	Sixth Revised *	23.23	Original **
21	Fourth Revised **	23.24	Original **
22	Fourth Revised *	24	Fourth Revised *
23	Third Revised **	24.1	Second Revised **

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By: Alfredo Parot

Chief Executive Officer Americatel Corporation 4045 N.W. 97th Avenue Miami, Florida 33178

AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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24.2	Second Revised **	32.1	Original
24.3	Original	32.2	Original
24.4	Original	32.3	Original
24.5	Original	32.4	Original
24.6	Original	33	First Revised *
24.7	Original		
24.8	Original		
24.9	Original		
24.10	Original		
24,11	Original		
25	Third Revised *		
26	Second Revised **		
27	First Revised **		
28	First Revised **		
29	Second Revised **		
29.1	Second Revised **		
29.2	Second Revised **		
29.3	Second Revised **		
29.4	Original		
29.5	Original		
30	Second Revised **		
31	First Revised **		
32	First Revised **		

* All sheets are revised to reflect the change of Americatel's Chief Executive Officer.

** Sheets marked with (**) include additional changes to the text or header of the page.

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

A.C.C. TARIFF NO. 1 PAGE 3, FOURTH REVISED CANCELS PAGE 3, THIRD REVISED

INTEREXCHANGE SERVICE TARIFF

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SYMBOLS USED IN THIS TARIFF

The fo	ollowing	are the only symbols used for the purposes indicated below:		
D	-	Delete or Discontinue		
I	-	Change resulting in an increase to a Customer's bill		
M	-	Moved from another tariff location		
N	-	New		
R	-	Change resulting in a reduction to a Customer's bill		
T	-	Change in text or regulation but no change in rate or charge		
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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Sheet 14 would cancel the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., that the ACC follows in its tariff approval process, the most current sheet number on file with the ACC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u>. There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).(1).

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INTEREXCHANGE SERVICE TARIFF

TARIFF	FORMAT

(Continued)

D. <u>Check Sheets</u> - When a tariff filing is made with the ACC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff and gives the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet with an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the ACC.

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	SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	
For the	e purposes of this tariff, the following definitions will apply:	
1.1.	Company	
	Americatel Corporation, d/b/a 1010 123 Americatel, 4045 N.W. 97th Avenue, Miami, Florida 33178, a corporation organized under the laws of the State of Delaware.	(T)
1.2.	Customer	
	Denotes any individual, company or other entity, or any duly authorized agent thereof, that utilizes the Services offered under this tariff.	
1.3.	Day	
	From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.	
1.4.	Department	
	The Arizona Corporation Commission.	

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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1.5.	Evening/Weekend
1.5.	Lvening/ weekend
	From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.
1.6.	ACC
	The Arizona Corporation Commission
1.7.	Holidays
	The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).
1.8.	Service(s)
	The communications offerings provided by the Company.
1.9.	Underlying Carrier
	A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.
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	4045 N.W. 97th Avenue ADMANUCED .—

Miami, Florida 33178

AMERICATEL CORPORATION OF GINAL D/B/A 1010 123 AMERICATEL

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Spanish language name for the Optional Presubscribed Dial Around Plan described in Section 3.4.1.A.12.

1.11. 1010-123

Americatel Corporation's Carrier Identification Code. Customers dial 1010-123 to access these Americatel services: (a) Americatel's Dial Around Service, described in Section 3.4.5.; (b) Americatel's Optional Presubscribed Dial Around Plan, described in Section 3.4.1.A.12; and (c) Americatel's 1010-123 Prepaid Plan described in Section 3.4.1.A.20.

1.12. 1010-123 Prepaid Plan

A prepaid communications service that allows persons to purchase in advance a specified dollar value of Americatel's long distance service.

1.13 Optional Presubscribed Dial Around Plan

Presubscribed plan option where customers access their selected plans from those listed in Section 3 herein by dialing 10-10-123 + 1 or 011 + the area code and number they are calling. No preferred interexchange carrier change (PIC change) is required.

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AMERICATEL CORPORATION RIGINAL D/B/A 1010 123 AMERICATEL

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INTEREXCHANGE SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.1. This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of Arizona. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3. The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.4. The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.

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2.2 Undertaking of the Company 2.2.1. The Company's services and facilities are furnished for communications originating at specified points within the State of Arizona under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of Arizona. The Company may act as the Customer's agent for ordering (T) access to connection facilities provided by other carriers or entities where authorized by the Customer, to allow connection at a Customer's location to the Company's network. The Customer shall be responsible for all charges due to such service arrangement. 2.2.2. The Company shall be responsible only for the resale of the Services it offers. (M) 2.2.3. The Company's Services are available twenty-four hours per day, seven days per (M) week.

2.3. <u>Limitations of Service</u>

2.3.1. All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.

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AMERICATEL CORPORATION **D/B/A 1010 123 AMERICATEL**

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INTEREXCHANGE SERVICE TARIFF

2.3.2.		ept as indicated otherwise herein, the Company resentance Service immediately to Customers without i	-
	A.	For nonpayment of any sum owing to the Compa	any;
	В.	For insufficient or fraudulent billing information telephone numbers, credit card numbers or pre-a numbers;	
	C.	For any violation by a Customer related to the re either the provisions of this Tariff or any applica regulations, or policies of any governmental authoritten notice to the Customer;	ble laws, rules,
	D.	By reason of any order or decision of a court or authority which prohibits the Company from furn	-
	E.	If the Company deems such refusal necessary to parties against fraud or to otherwise protect its perfect Services;	
	F.	If such refusal or discontinuance is otherwise maconditions beyond the Company's control;	ade necessary by
	G.	Immediately, upon depletion of a Customer's 10 account balance and where the Customer decline account;	
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ssued:			Effective: 4.14.06
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H. In the event Americatel's underlying carrier or other third party telecommunications service provider discontinues or interrupts their service to Americatel for any reason.

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By: Alfredo Parot

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- 2.3.3. The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this tariff or provisions of applicable law upon 10 business days' written notice to the Customer without incurring any liability for damages due to the loss of telephone service.
- 2.3.4. The Customer may not transfer or assign its rights or duties under this tariff without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

2.4. <u>Liabilities of the Company</u>

- 2.4.1. Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2. The liability of the Company to its Customer(s) resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.

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INTEREXCHANGE SERVICE TARIFF

- 2.4.3. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.
- 2.4.4. The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.
- 2.4.5. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.

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- 2.4.6. The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer.
- 2.4.7. THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.4.8. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

2.5. Provision of Equipment

2.5.1. Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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INTEREXCHANGE SERVICE TARIFF

provided equipment shall be in compliance with all applicable rules and regulations of the ACC and the Federal Communications Commission, the laws of the State of Arizona and the requirements of the Communications Act of 1934, as amended.

- 2.5.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:
 - A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.6. Payment for Services

2.6.1. The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for

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- calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.
- 2.6.2. The Company's bills are due upon receipt. If full payment is not received within 30 days after the bill is issued, a late payment penalty on the unpaid balance shall be assessed at the rate of 1.5% per month or at the maximum permissible rate under applicable law, whichever is greater. Notwithstanding the above, payment for Americatel's Prepaid Phone Card Services or Americatel's 1010-123 Prepaid Plan are due in advance at the time of the purchase of the card or service.
- 2.6.3. Disputes with respect to charges must be presented to the Company in writing within sixty (60) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4. Customers may refer billing disputes and any other complaints to the Company at (800) 501-0123, or to the Arizona Corporation Commission, Docket Control Center, 1200 W. Washington Street, Phoenix, AZ 85007.
- 2.6.5. The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company. Collection fees on unpaid charges will accrue at a rate of 1.5% per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

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- 2.6.6. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys' fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.
- 2.6.7. All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority -- federal, state, local, municipal or otherwise -- for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- 2.6.8. A return check charge of \$20.00 or 5% of the amount of the check, whichever is greater, will be assessed for checks returned for insufficient funds.
- 2.6.9 Neither the Company nor the foreign telecommunications carrier owning the foreign telephone number called shall be responsible for any charges incurred by callers to the telephone number in the foreign country under the Linea Pais Plan in Section 3.4.1.A.21 below. Responsibility for said charges are the sole and exclusive responsibility of the Customer and/or the caller to the telephone number in the foreign country.

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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2.7. Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regularities of such companies apply, including any applicable interest and/or late payment charge conditions.

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2.8. Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer's actions.

2.9. Use of Service

- 2.9.1. The Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the ACC and the Federal Communications Commission, the laws of the State of Arizona and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.
- 2.9.2. The use of the Company's services without payment for service and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.10. <u>Interruption of Service</u>		
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INTEREXCHANGE SERVICE TARIFF

- 2.10.1. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.
- 2.10.2. The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4 above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer's control.

2.11. Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission.

2.12. Billing Arrangements

The Customer will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable

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AMERICATEL CORPORATION D/B/A 1010 123 AMERICATEL

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INTEREXCHANGE SERVICE TARIFF

telephone company. The Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the Company's records, call 1 (800) 531-0457.

2.13. Deposits

The Company may require a Customer without established credit history to pay a sum up to an amount equal to two (2) month's estimated charges as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. At such time service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the customer at any time prior to termination of the service at the option of the Company.

2.14. Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advanced payment for services. The advanced payment will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the following month.

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2.15. [Reserved for Future Use]

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2.16. Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. <u>Timing of Calls</u>

3.1.1. When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. When the called party picks up is determined by hardware answer supervision, in which the local telephone company sends a signal to the switch or the software utilizing digital format or audio tone detection. In any case, an unanswered call will not be billed. Chargeable time ends when the calling station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Underlying Carrier's operator.

3.1.2. Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one minute for a connected call. Customers will not be billed for calls of six seconds or less. After the first six seconds of a call, the Customer will be billed for one minute. Calls beyond one minute are billed in one minute increments.

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3.1.3. Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4. <u>Uncompleted Calls</u>

There shall be no charge for uncompleted calls.

3.2. Calculation of Distance

Billing will not be based on distance. Every call within the State of Arizona will be billed, regardless of distance, at rates that vary based on the time and day on which the call is made as indicated in Section 4 below.

3.3. Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate of P.01.

3.4. Service Offerings.

3.4.1 Message Telecommunications Service

The Company offers and provides long distance service to residential, business and other customers. Service is available on a full-time basis, 24 hours a day, seven days a week. The Customer utilizes "1+" dialing for presubscribed service. For casual dial-around non-presubscribed service, the Customer dials 1-0-1-0123-1 and the destination area code and number. Message Telecommunications Services is not available from transient locations such as hospitals, university dormitories or prisons, and is not available from pay telephones.

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Any Customer who has elected to subscribe to Americatel as its primary residential interexchange carrier may also elect to enroll in one of the optional calling plans described in Sections 3.4.1.A. and 3.4.1.B. below, which provide discounts on eligible calls. Any Customer who uses Americatel's Dial Around service, may elect to enroll in the Optional Dial Around Plan described in Section 3.4.1.D.

Upon enrollment in Americatel's optional Presubscribed Dial Around Plan, the Customer will be activated and billed the Plan's rates and monthly service charges until the Customer calls Americatel to cancel its Optional Presubscribed Dial Around Service.

Upon Enrollment in Americatel's 1010-123 Prepaid Plan, the Customer will remain activated and will be billed the Plan's rates and other charges until the Customer calls Americatel to cancel his or her 1010-123 Prepaid or until the Customer's account balance reaches zero and the Customer declines to re-fund the prepaid account.

The per minute rates, monthly fees and other charges set forth in these Terms and Conditions are subject to change.

3.4.1.A. <u>Residential Presubscribed Calling Plans</u>

UniendoAmerica, Corta Distancia, and Habla Mas are the Company's presubscribed long distance services for residential and business customers. Intrastate rates are set forth herein. Interstate and international rates depend on the plan selected and are published on the Company's website www.americatel.com.

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The Company's presubscribed plans are available 24 hours a day, 7 days a week for Customers who have subscribed their BTN (billing telephone number) and other WTNs (working telephone numbers) to Americatel, as their primary long distance service provider or who have enrolled in Americatel's Optional Presubscribed Dial Around Plan. This service is not available for calls placed from pay phones.

Americatel offers two options for accessing its presubscribed plans. Where Americatel serves as the Customer's Primary Interexchange Carrier ("PIC") for presubscribed Message Telephone Service, the Customer utilizes "1+" dialing for presubscribed service. Where Americatel does not serve as the Customer's PIC for presubscribed Message Telephone Service but the Customer instead subscribes to Americatel's Optional Presubscribed Dial Around Plan, the Customer dials 1-0-1-0123, then 1 or 011 for presubscribed service.

Where Americatel serves as the Customer's PIC for Presubscribed Message Telephone Service, the Customer can access its presubscribed plan by dialing 1-0-1-0123, then 1 or 011 until its PIC presubscribed service is activated.

Upon enrollment in Americatel's Optional Presubscribed Dial Around Plan, the Customer will remain activated and will be billed in the Plan's rates and monthly service charges until the Customer calls Americatel to cancel its Optional Presubscribed Dial Around Service.

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As of July 15, 2005, Americatel has suspended the sale of all prepaid phone cards. Prepaid phone cards sold prior to this date may be used until their expiration date or until the card balance is exhausted, whichever occurs first. 3.4.1.A.1. UniendoAmérica Base The Customer shall pay a monthly fee of \$1.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls. The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan. Effective: 4.14.66 Issued: By: Alfredo Parot Chief Executive Officer

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3.4.1.A.2. Uniendo América Familia

The Customer shall pay a monthly fee of \$2.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged any promotional rates in effect, if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.3. <u>UniendoAmérica Tu Gente</u>

The Customer shall pay a monthly fee of \$3.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

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3.4.1.A.4. UniendoAmérica Tu Mundo

The Customer shall pay a monthly fee of \$4.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.5. UniendoAmerica Tu Ahorro

The Customer shall pay a monthly fee of \$2.75. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.6. Uniendo América Plan Econômico

The Customer shall pay a monthly fee of \$2.00. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan

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3.4.1.A.7. Uniendo América Especial II

The Customer shall pay a monthly fee of \$2.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.8. Uniendo América Especial I

A monthly minimum charge of \$6.00 is applicable to the Customer subscribed to Plan Especial I and Plan Especial I with the Domestic Rate Option. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$6.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmerica I.

The Customer shall pay \$.20 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

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3.4.1.A.9. Domestic Rate Plans

Under the Company's Domestic Rate Plan, the Customer under the following UniendoAmerica plans can choose to pay a higher monthly fee in exchange for a lower \$0.083 per-minute rate on interstate calls.

	Domestic Rate Plan
<u>Plan</u>	Monthly Fee
UniendoAmérica Base	\$2.95
UniendoAmérica Fam	ilia \$3.95
UniendoAmérica Tu C	Gente \$4.95
Uniendo América Tu N	/Jundo \$5.95

Under the Company's Domestic Rate Option Plan, The Customer can pay an additional monthly fee of \$.95 to receive a \$.05 per minute rate on interstate calls.

3.4.1.A.10. Corta Distancia and Corta Distancia Plus

The Company's Corta Distancia and Corta Distancia Plus Plans are presubscribed communications services available to Customers who have subscribed their BTN (billing telephone number) and other WTNs (working telephone numbers) to Americatel, as their primary long distance service provider or who have enrolled in Americatel's Optional Presubscribed Dial Around Plan.

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The Corta Distancia product consists of packages of minutes that allow the customer to call for an established amount of minutes at a rate of \$.05 per minute. In exchange, the customer pays a monthly fee that varies by country and size of the package purchased that can range from \$0.70 - \$93.00.

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The Corta Distancia Plus product consists of packages of minutes that allow customers to call for an established amount of minutes at a rate of \$0.00 per minute. In exchange, the customer pays a monthly fee that varies by country and size of the package purchased that can range from \$3.00 - \$98.00.

Under both the Corta Distancia and Corta Distancia Plus plans the Customer pays \$0.20 per minute for intrastate calls.

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A monthly minimum charge of \$3.00 is applicable to all Customers subscribed to Corta Distancia and Corta Distancia Plus plans. The effective date of the monthly minimum is April 1, 2004 for customers subscribed after that date. The effective date of the monthly minimum is May 1, 2004 for customers subscribed before April 1, 2004. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$3.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmerica I.

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INTEREXCHANGE SERVICE TARIFF

3.4.1.A.11. Habla Más

The Company's Habla Más Plan is a presubscribed communications service available to Customers who have subscribed their BTN (billing telephone number) and other WTNs (working telephone numbers) to Americatel, as their primary long distance service provider or who have enrolled in Americatel's Optional Presubscribed Dial Around Plan. The product consists of packages of minutes that allow customers to call for an established amount of minutes at a rate of \$0.00 per minute. In exchange, customers pay a monthly fee that varies by country and size of the package purchased that can range from \$5.00 to \$79.00. The Customer pays \$.20 per minute for intrastate calls.

A monthly minimum charge of \$3.00 is applicable to all Customers subscribed to Habla Más plans. The effective date of the monthly minimum is April 1, 2004 for customers subscribed after that date. The effective date of the monthly minimum is May 1, 2004 for customers subscribed before April 1, 2004. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the \$3.00 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UniendoAmerica I.

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INTEREXCHANGE SERVICE TARIFF

3.4.1.A.12 Optional Presubscribed Dial Around Plan (Discado Presuscrito)

Customers may combine their subscription to any of the Uniendo America presubscribed plans set forth in this tariff with Americatel's Optional Presubscribed Dial Around Plan (Discado Presuscrito) at no extra charge. No preferred interexchange carrier change (PIC) is necessary. Under the Optional Presubscribed Dial Around Plan, Customers access their selected presubscribed Americatel Plans by dialing Americaltel's Dial Around Access Code (10-10-123).

Customers accessing their presubscribed Plans under this Option by dialing 10-10-123 shall be charged the lower overall rate available as between the rates in their selected presubscribed Plan and the Company's 10-10-123 Dial Around rates (including connection fees) for the destination in question at the time of the call.

Customers who subscribe to an Americatel presubscribed Plan but for whom Americatel cannot activate a requested PIC change will be activated on their selected Americatel presubscribed Plan combined with this Presubscribed Dial Around Option.

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INTEREXCHANGE SERVICE TARIFF

3.4.1.A.13 <u>Uniendo America Hispano</u>

The Customer shall pay a monthly fee of \$1.99. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer shall pay \$.20 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.14 Uniendo America Latino

The Customer shall pay a monthly fee of \$1.75. The Customer shall pay the applicable Carier Line Charge contained in Section 4.2.2.

The Customer shall pay \$.20 per minute for intrastate calls. The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3,4,1,A,15 UniendoAmerica Unido

There is a minimum bill of \$4.99 applicable to Customers subscribed to UniendoAmerica Unido. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$4.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The

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minimum bill charges will appear under a generic textphase UNIENDO AMERICA.

The Customer shall pay \$.20 per minute for intrastate calls. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.16 UniendoAmerica Bandera

There is a minimum bill of \$5.99 applicable to Customers subscribed to UniendoAmerica Bandera. To apply the minimum bill charges, one must calculate the difference between the actual bill charges (before taxes) and the \$5.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill charges under a generic textphase UNIENDO AMERICA.

The Customer shall pay \$.20 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates

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the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.17 <u>UniendoAmerica Cercano</u>

There is a minimum bill of \$12.99 applicable to Customers subscribed to UniendoAmerica Cercano. To apply the minimum bill charges, one must calculate the difference between the actual taxes (before taxes) and the \$12.99 figure. To determine the actual bill, all international minutes, domestic minutes and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase UNIENDO AMERICA.

The Customer shall pay \$.20 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.18 <u>UniendoAmerica Libre</u>

There is a minimum bill of \$14.99 applicable to Customers subscribed to UniendoAmerica Libre. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$14.99 figure. To determine

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INTEREXCHANGE SERVICE TARIFF

the actual bill, all international minutes, domestic minutes and monthly fees must be considered.

The minimum bill charges will appear on the Customer's bill under a generic textphrase **UNIENDO AMERICA.** The Customer shall pay \$.20 per minute for intrastate calls.

The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.A.19 <u>UniendoAmerica Super</u>

The Customer shall pay a monthly fee of \$3.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this plan.

3.4.1.A.20 <u>1010-123 Prepaid Plan</u>

The 1010-123 Prepaid is a communications service that allows persons to purchase in advance a specified dollar value of Americatel's long distance service.

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The Customer shall access his or her 1010-123 Prepaid plan by dialing 1010-123 plus 1 plus the number they are calling (for domestic long distance calls) or 1010-123 plus 011 plus the number they are calling (for international calls). The service will remain activated until the Customer calls Americatel to cancel the service.

Under the 1010-123 Prepaid Plan, service is available in initial minimum purchase increments of \$20, \$30, \$40 or \$50. Customers may recharge their accounts in increments of \$10, \$20, \$30, \$40 or \$50. The purchase of the service entitles a Customer to use the service until his or her account balance is depleted.

The 1010-123 Prepaid Plan must be purchased using a major credit or check card (e.g., Visa, MasterCard, or Discover). All calls must be charged against a 1010-123 Prepaid Plan Account that has a sufficient available balance.

Under the 1010-123 Prepaid Plan, customers will be charged an intrastate per minute rate of \$0.20 per minute.

The following types of calls may not be completed using the 1010-123 Prepaid Plan:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 or other toll free numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls

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Directory Assistance Calls Calls to Operator Services

Service Availability

The 1010-123 Prepaid Plan is available 24 hours a day, 7 days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel's Underlying Carrier.

Credit Allowance

A credit allowance for the 1010-123 Prepaid Plan is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit allowances do not apply to interruptions not reported to Americatel or for interruptions due to a failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, the 1010-123 Prepaid Plan account holder must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the account holder's telephone number, the called number, the trouble experienced (e.g., cut off, noisy circuit), and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount

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calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

3.4.1.A.21 <u>Linea Pais Americatel</u>

General

The Linea Pais Americatel Plan is a communications service that contains two components. The Customer shall be assigned a telephone number in his or her chosen foreign country (e.g., Peru or Chile) that the Customer's relatives and associates in that designated foreign country may call to be connected to the Customer's subscribed telephone line in the United States (Foreign Local Number or "FLN" Component). The Service's Discada Presuscrito component (DP Component) will allow Customers to receive special Plan rates for long distance calls made from the Customer's subscribed telephone number in the United States. Customers will access the DP Component of the Linea Pais Americatel Plan by dialing 1010-123 plus 1 plus the number they are calling (for domestic long distance calls) or 1010-123 plus 011 plus the number they are calling (for international calls).

Customers who subscribe to the Linea Pais Americatel Plan shall be charged a monthly fee of \$19.95. Customers will be charged \$.20 per minute for intrastate calls made from their telephone number in the United States.

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INTEREXCHANGE SERVICE TARIFF

Service Availability

The DP Component of the Linea Pais Americatel Plan is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel's Underlying Carrier.

The following types of DP Component calls may not be completed using Linea Pais Americatel Plan:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 or other toll free numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Calls to Operator Services

Callers to the telephone number in the foreign country will be charged at the rates and according to the terms and conditions established by the telecommunications carrier owning the telephone number from which they are placing the call.

<u>Credit Allowances for Interruptions (DP</u> Component)

A credit allowance for calls made by the Customer under the DP Component of the Service is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit Allowances do not apply

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to interruptions not reported to Americatel or for interruptions due to failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, Customer must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the Customer's telephone number, the called number, the trouble experienced (e.g., cut off, noisy circuit) and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

Termination of Service

Americatel reserves the right, in its sole discretion, to terminate service to any Customer or to discontinue this Service for any reason including but not limited to the discontinuation or interruption of service by Americatel's underlying carrier or any other third party telecommunications service providers or for any other business reason or for any other reason stated in this Tariff or in the Terms and Conditions set forth on the Company's website www.americatel.com.

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A.C.C. TARIFF NO. 1 PAGE 23.20, ORIGINAL

INTEREXCHANGE SERVICE TARIFF

Resale or Transfer Not Permitted

Customer may only use the Service for his or her own personal use. Customer may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Americatel reserves the right to immediately terminate or modify the Service, if Americatel determines, in its sole discretion, that Customer's Service is being used in violation of this restriction. Customer shall be liable for any and all use of the Service by Customer and by any person making use of the Service and Customer agrees to indemnify and hold harmless Americatel against any and all liability for any such use.

Recovery of Linea Pais Americatel Telephone Number at End of Service

Customer agrees that he or she will have use of the telephone number in the foreign country only for so long as Customer remains subscribed to the Linea Pais Americatel Plan. Upon termination of the Customer's Linea Pais Americatel Plan, whether said termination is made by Customer or Americatel, Customer will no longer have the use of the telephone number in the foreign country and, thereafter, Americatel or the telecommunications carrier in the foreign country will be able to use said telephone number for whatever purpose.

3.4.1.B. Business Presubscribed Calling Plans

3.4.1.B.1. Americatel Business -- Basic Plan (Plan #1)

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The Customer shall pay a monthly fee of \$5.95. The customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.B.2. Americatel Business -- Discount Plan (Plan #2)

> The Customer shall pay a monthly fee of \$7.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls. The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged

> under this optional calling plan.

3.4.1.B.3. Americatel Business -- Premium Plan (Plan #3)

> The Customer shall pay a monthly fee of \$9.95. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

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The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

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3.4.1.B.4. Americatel Business – Ejecutivo Plan (Plan 4)

The Customer shall pay a monthly fee of \$8.00. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.B.5. Americatel Business – Professional Plan (Plan #5)

There is a minimum bill of \$25.00 applicable to Customers subscribed to Americatel Business Professional Plan. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the \$25.00 figure. To determine the actual bill, all international minutes, domestic minute and monthly fees must be considered. The minimum bill charges will appear on the Customer's bill under a generic textphrase Americatel Business.

The Customer shall pay \$.20 per minute for intrastate calls. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2.

The Customer will be charged any promotional rates in effect if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

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3.4.1.B.6. Americatel Business – Selecto Plan (Plan #6)

The Customer shall pay a monthly fee of \$15.00. The Customer shall pay the applicable Carrier Line Charge contained in Section 4.2.2. The Customer shall pay \$.20 per minute for intrastate calls.

The Customer will be charged the promotional rates in effect for promotions if such rates are lower than the rates the Customer would otherwise be charged under this optional calling plan.

3.4.1.C. Interim Calling Option

Any Customer who has enrolled in an optional calling plan described in Section 3.4.1.A. shall be charged at the rates for presubscribed Message Telecommunications Service elected through such plan for all calls carried by Americatel, including, for a period of 90 days from the date of enrollment in such plan, those calls that are initiated by dialing Americatel's dial around code (10-10-123). In order to obtain the rate described under this option, the customer must specifically agree to contact its local exchange carrier (LEC) to request that its primary interexchange carrier be changed to Americatel, in the event that Americatel is unable to effect such customer's election without the customer's direct authorization to the LEC.

3.4.1.D. Optional Dial Around Plan

Customers may combine their subscription to any of the Americatel presubscribed plans set forth herein with Americatel's Optional Presubscribed Dial Around Plan (Discado Presuscrito) at no extra charge. No preferred interexchange carrier change (PIC change) is necessary. Under the Optional Presubscribed Dial Around Plan, Customers access their selected presubscribed

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Americatel Plans by dialing Americatel's Dial Around Access Code (10-10-123). Calls to international destinations not included in the Customer's selected presubscribed Plan will be charged at the basic rates for presubscribed Message Telecommunications Service listed on Americatel's website www.americatel.com.

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3.4.2. Directory Assistance

The Company provides for directory assistance. A Directory Assistance Charge applies to all calls made from points within the State to Intrastate Directory Assistance. This charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number (e.g., whether the requested telephone number is unlisted, non-published, or no record can be found).

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INTEREXCHANGE SERVICE TARIFF

3.4.3.	<u>Dial-Arou</u>	und Code 10-15-688 AMETEX	
	3.4.3.A.	General	(T)
		Ametex 10-15-688 dial-around code is a communications service that allows a customer to place long distance calls from the customer's home telephone number or business telephone number to international and domestic destinations.	(T)
	3.4.3.B.	Service Availability	(T)
		Ametex 10-15-688 is available 24 hours a day, 7 days a week from residential and some small business phones located within the Continental United States. The service is not available to place calls from hotels, prisons, cellular phones, large businesses or pay phones.	
	3.4.3.C.	Credit Allowances for Interruptions	(T)
		Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one-way transmission. Ametex will not grant credit for a customer dialing a wrong number. The customer will receive credit on a per minute basis [in this case it is for the full amount of the first ten minutes], but there will be no credit issued for calls over ten minutes. There will only be one (1) allowance granted per phone number per month.	
		To receive proper credit, the customer must notify immediately the company about the trouble experienced (e.g., cut off, noisy circuit) and the approximate time the call was made. The customer service representative will validate the complaint by reviewing the ANI's calling history. The customer can contact the company at the designated customer service number of Ametex, published in the customer's monthly telephone bill.	(T) (D)
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INTEREXCHANGE SERVICE TARIFF

Credit allowances do not apply for interruptions not reported to the company, or for interruptions due to failure of power, equipment or systems not provided by Ametex.

3.4.4. 1-800-3030-123 Americatel Collect Service

3.4.4.A. General

The 1-800-3030-123 Americatel Collect Service is a communications service that allows persons to make domestic long distance or local collect calls by accessing the toll free access number. The call is billed to the called party's telephone number billing account, provided the called party accepts the charges at the time of the call.

3.4.4.B. <u>Service Availability</u>

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The 1-800-3030-123 Americatel Collect Service is available 24 hours a day, 7 days a week from Dual Tone Multi Frequency phones located within the Continental USA when such access is available from Americatel's Underlying Carrier. (T)

3.4.4.C. <u>Credit Allowances for Interruptions</u>

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A credit up to the sum of the connection charge plus the first minute rate is granted for claims on interrupted calls due to cut off, poor transmission or one-way transmission. Americatel will not grant credit for dialing a wrong number. No more than two (2) credit allowances will be granted to the same ANI during the same billing period. Credit allowances do not apply for interruptions not reported to the company, or for interruptions due to failure of power, equipment or systems not provided by Americatel.

For claims on billing errors or disputes on charges, the credit allowed, if any, will vary depending on the Customer Service Representative's discretion.

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INTEREXCHANGE SERVICE TARIFF

3.4.5 Dial-Around Code 10-10-123 Americatel

3.4.5.A. General

The 10-10-123 Americatel dial-around code is a communications service that allows customers to place long distance calls from their home telephone number, cellphone numbers or small business number to international and domestic destinations.

3.4.5.B. Service Availability

10-10-123 Americatel is available 24 hours a day 7 days a week for residential and business telephones located within the Continental United States. The service is not available to calls placed from hotels, prisons, large businesses and pay phones.

3.4.5.C. <u>Interruption of Service</u>

Without incurring liability, Americatel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with regulations set forth in this Tariff and applicable law, and may continue such interruption without liability until any items of non-compliance so identified are rectified.

Americatel will consider Customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of Americatel's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and Americatel was at fault. It shall be the obligation of the Customer to notify Americatel immediately of any service problems for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the problem experienced is not being caused by any action or omission by the Customer within the Customer's control.

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3.4.6 Americatel Traditional Classic Card

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3.4.6.A. General

Americatel Traditional Classic Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Traditional Classic Card, and then use such prepaid communications service by placing calls through the access number and Authorization Code printed on the Card.

3.4.6.B Service Availability

Americatel Traditional Classic Card Service is available twentyfour hours a day, seven days a week from Dual Tone Multi Frequency phones, and access might be restricted where service is unavailable from Americatel's Underlying Carrier.

The following types of calls may not be completed using the Americatel Traditional Classic Card Service:

Calls to 500 numbers
Calls to 700 numbers
Calls to 800 or other toll free numbers
Calls to 900 numbers
Marine/Satellite Calls
Air to Ground Calls
Directory Assistance Calls
Calls to Operator Services

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3.4.6.C. <u>Description of Services</u>

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Americatel Traditional Classic Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and changes applicable to Americatel Traditional Classic Card Service are contained in Section 4.11, below.

All calls must be charged against an Americatel Traditional Classic Card that has sufficient available balance.

The chargeable time for an Americatel Traditional Classic Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling party or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Traditional Classic Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

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3.4.6.D. Credit Allowances for Interruptions

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Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced (e.g., cut off, noisy circuit), and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

As of July 15, 2005, Americated has suspended the sale of all Prepaid Phone Cards. Prepaid Phone Cards sold prior to this date may be used until their expiration date or until the card balance is exhausted, whichever occurs first.

3.4.7. Americatel Traditional No Connection Fee Card Service

3.4.7.A. General

Americatel Traditional No Connection Fee Card Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Traditional No Connection Fee Card, and then use such prepaid communications service by

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placing calls through the access number and Authorization Code printed on the Card.

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3.4.7.B Service Availability

Americatel Traditional No Connection Fee Card Service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones, and access might be restricted where service is unavailable from Americatel's Underlying Carrier.

The following types of calls may not be completed using the Americatel Traditional No Connection Fee Card Service:

> Calls to 500 numbers Calls to 700 numbers Calls to 800 or other toll free numbers Calls to 900 numbers Marine/Satellite Calls Air to Ground Calls **Directory Assistance Calls** Calls to Operator Services

3.4.7.C. Description of Services

Americatel Traditional No Connection Prepaid Phone Cards are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and changes applicable to Americatel Traditional No Connection Fee Prepaid Phone Card Service are contained in Section 4.12. below.

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All calls must be charged against an Americatel Traditional No Connection Fee Card that has sufficient available balance. The chargeable time for an Americatel Traditional No Connection Fee Prepaid Phone Card call is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communications is established. Chargeable time ends when the calling party or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Traditional No Connection Fee Card expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card, if the value has not been fully exhausted prior to that time. The Card is not reusable once the value has been exhausted or the Card has expired.

3.4.7.D <u>Credit Allowances for Interruptions</u>

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced (e.g., cut off, noisy circuit), and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

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Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

As of July 15, 2005, Americated has suspended the sale of all Prepaid Phone Cards. Prepaid Phone Cards sold prior to this date may be used until their expiration date or until the card balance is exhausted, whichever occurs first.

3.4.8. Americatel Global Prepaid Phone Card (Classic)

3.4.8.A. General

Americatel Global Prepaid Phone Card (Classic) Service is a prepaid communications service that allows persons to purchase in advance a specified dollar value of long distance service represented by an Americatel Global Prepaid Phone Card (Classic), and then use such prepaid communications service by placing calls through the access number and Authorization code printed on the card.

3.4.8.B. Service Availability

Americatel Global Prepaid Phone Card (Classic) Service is available twenty-four hours a day, seven days a week from Dual Tone Multi-Frequency phones located within the Continental USA when such access is available from Americatel's Underlying Carrier.

The following types of calls may not be completed using the Americatel global Prepaid Phone Card (Classic) Service:

> Calls to 500 numbers Calls to 700 numbers

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INTEREXCHANGE SERVICE TARIFF

Calls to 800 or other toll free numbers Calls to 900 numbers Marine/Satellite Calls Directory Assistance Calls Calls to Operator Services

3.4.8.C. <u>Description of Services</u>

Americatel Global Prepaid Phone Cards (Classic) are available in various denominations ranging from \$5 to \$20, or as otherwise specified by Americatel. The rates and charges applicable to Americatel Global Prepaid Phone Card (Classic) Service are contained in Section 4.13 below.

All calls must be charged against an Americatel Global Prepaid Phone Card (Classic) that has sufficient available balance.

The chargeable time for an Americatel Global Prepaid Phone Card (Classic) is determined by the duration of the call. Chargeable time begins when the called party answers the call and two-way communication is established. Chargeable time ends when the calling or called station hangs up or otherwise terminates the call. Per minute rate charges are based on the terminating location of the call. Calls in progress will be terminated once the available balance on the Card is insufficient to continue the call. When the value remaining on the Card is less than twice the lowest per minute rate, the Card will be retired and the unused balance forfeited.

Each Americatel Global Prepaid Phone Card (Classic) expires once the value has been exhausted, or 180 days after its initial use, or as stipulated on the back of the card,

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if the value has not been fully exhausted prior to that time. The card is not reusable once the value has been exhausted or the Card has expired. (N)

As of July 15, 2005, Americated has suspended the sale of all Prepaid Phone Cards. Prepaid Phone Cards sold prior to this date may be used until their expiration date or until the card balance is exhausted, whichever occurs first.

3.4.8.D. <u>Credit Allowances for Interruptions</u>

Credit is applicable to the portion of the call that is interrupted due to cut off, poor transmission or one way transmission. Americatel will not grant credit for reaching the wrong number. The customer will receive credit on a per minute basis, plus the maintenance charge if applicable. No more than 2 credit allowances will be granted to the same PIN number. To receive the proper credit, the customer must notify immediately the company at the designated customer service number printed on the back of the card and furnish the called number, the trouble experienced (e.g., cut off, noisy circuit), and the approximate time the call was made. The customer service representative will check the validity of the complaint by reviewing the PIN history.

Credit allowances do not apply for interruption not reported to the company, interruption due to failure of power, equipment or systems not provided by Americatel.

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SECTION 4 - RATES

4.1. Message Toll Service

Message Toll Service is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute as indicated in Section 3.1.2 above. Rates apply irrespective of mileage.

4.1.1. Maximum Rates

Message Toll Service will be priced at levels equal to or below the tariff maximum rates. The tariff maximum rates are as follows:

	Initial Minute	Additional Minute
Day:	\$0.5000	\$0.5000
Evening/Weekend:	\$0.5000	\$0.5000

Directory Assistance service will be priced at levels equal to or below the tariff maximum rates. The charge shall apply to all calls made from within Arizona to Intrastate Directory Assistance, and shall apply whether or not the Directory Assistance bureau furnishes the requested telephone number. The tariff maximum rate for Directory Assistance service is \$1.50 per call.

4.1.2. Price List

Message Toll Service and Directory Assistance service will be charged at the price shown in the attached Price List.

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INTEREXCHANGE SERVICE TARIFF

4.2.1.	Monthly Serv	ice Cha	uge			
	("PIC") or who Dial Around I shall pay the a	Where Americatel serves as the Customer's Primary Interexchange Carrier 'PIC") or where Customer has enrolled in Americatel's Optional Presubscribed (Note In the Customer Presubscribed Message Telephone Service, the Customer Presubscribed Message Telephone Service				
4.2.2	Monthly Line	Charge	2			
	in Americatel Message Tele	Where Americatel serves as the Customer's PIC or where Customer has enrolled in Americatel's Optional Presubscribed Dial Around Plan for Presubscribed (Nessage Telephone Service, the Customer shall pay a monthly recurring line charge as follows:				
	Residential Parameter Residential N Business Sing Business Mul	on-Pringle Line	nary: N/A			
4.2.3.	Presubscribed	Presubscribed Calling Plan Rates				
	discontinued will be adjust	and doe	flect the fractional part of the	g cycle date, the monthly charge		
	4.2.3.A.	<u>Unier</u>	doAmerica			
		Basic	Intrastate Rate Monthly Fee estic Rate Plan Monthly Fee	\$0.20 per minute \$1.99 \$2.95	(I) (I)	
d:			M 47 (94)	Effective: 4.14.66		
		By:	Alfredo Parot Chief Executive Officer Americatel Corporation	ADMINISTRATIVELY		

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AMERICATEL CORPORATION ORIGINAL D/B/A 1010 123 AMERICATEL A.C.C. TARIFF NO. 1 **PAGE 29.1, SECOND REVISED CANCELS PAGE 29.1, FIRST REVISED**

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Domestic Rate Option Plan	add \$.95 to monthly fee	
Bollieblie Rate Option I lain	add \$.55 to monthly rec	
UniendoAmerica Familia		
Basic Intrastate Rate	\$0.20 per minute	
Basic Monthly Fee	\$2.95	
Domestic Rate Plan Monthly Fee	\$3.95	
Domestic Rate Option Plan	add \$.95 to monthly fee	
UniendoAmerica Tu Gente		
Basic Intrastate Rate	\$0.20 per minute	
Basic Monthly Fee	\$3.95	
	\$4.95	
Domestic Rate Option Plan	add \$.95 to monthly fee	
UniendoAmerica Tu Mundo		
Basic Intrastate Rate	\$0.20 per minute	
	<u>-</u>	
•	•	
Domestic Rate Option Plan	add \$.95 to monthly fee	
UniendoAmerica Tu Ahorro		
Basic Intrastate Rate	\$0.20 per minute	
Basic Monthly Fee	\$2.75	
Domestic Rate Option Plan	add \$.95 to monthly fee	
UniendoAmerica Economico		
Basic Intrastate Rate	\$0.20 per minute	
Basic Monthly Fee	\$2.00	
	Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Gente Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Mundo Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Ahorro Basic Intrastate Rate Basic Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Ahorro Basic Intrastate Rate Basic Monthly Fee Domestic Rate Option Plan UniendoAmerica Economico Basic Intrastate Rate	Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Gente Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Mundo Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Basic Intrastate Rate Basic Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Plan Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Ahorro Basic Intrastate Rate Basic Monthly Fee Domestic Rate Option Plan UniendoAmerica Tu Ahorro Basic Intrastate Rate Basic Monthly Fee Domestic Rate Option Plan Basic Intrastate Rate Basic Monthly Fee Domestic Rate Option Plan UniendoAmerica Economico Basic Intrastate Rate UniendoAmerica Economico Basic Intrastate Rate So.20 per minute \$2.75 Badd \$.95 to monthly fee

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4.2.3.G.	UniendoAmerica Especial II		
	Basic Intrastate Rate Basic Monthly Fee	\$0.20 per minute \$2.95	(1)
4.2.3.H.	UniendoAmerica Especial I		
	Basic Intrastate Rate Monthly Minimum Charge	\$0.20 per minute \$6.00	(I)
4.2.3.I.	Corta Distancia and Corta Distancia	Plus	
	Basic Intrastate Rate Basic Monthly Fee	\$0.20 per minute Depends on Plan selected. See Section 3.4.1.A.10.	(I)
	Minimum Monthly Charge	\$3.00	
4.2.3.J.	<u>Habla Más</u>		
	Basic Intrastate Rate Basic Monthly Fee	\$0.20 per minute Depends on Plan selected. See Section 3.4.1.A.11.	(I)
	Minimum Monthly Charge	\$6.00	
4.2.3.K.	Uniendo America Hispano		(N)
	Basic Intrastate Rate Basic Monthly Fee	\$0.20 per minute \$1.99	
4.2.3.L.	Uniendo America Latino		
	Basic Intrastate Rate Basic Monthly Fee	\$0.20 per minute \$1.75	(N)

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4.2.3.M.	UniendoAmerica Unido		(N)
	Basic Intrastate Rate Monthly Minimum Charge	\$.20 per minute \$4.99	
4.2.3.N.	UniendoAmerica Bandera		
	Basic Intrastate Rate Monthly Minimum Charge	\$.20 per minute \$5.99	
4.2.3.M	UniendoAmerica Cercano		
	Basic Intrastate Rate Monthly Minimum Charge	\$.20 per minute \$12.99	
4.2.3.N	UniendoAmerica Libre		
	Basic Intrastate Rate Monthly Minimum Charge	\$.20 per minute \$14.99	
4.2.3.O	UniendoAmerica Super		
	Basic Intrastate Rate Basic Monthly Fee	\$.20 per minute \$3.95	(N)
4.2.3.P.	Americatel Business - Basic Plan (P	lan #1)	
	Basic Intrastate Rate Monthly Fee	\$0.20 per minute \$5.95	(I)
4.2.3.R.	Americatel Business - Discount Plan	n <u>(Plan #2)</u>	
	Basic Intrastate Rate Monthly Fee	\$0.20 per minute \$7.95	(I)

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4.2.3.S.	Americatel Business - Premium Plan (Plan #3)				
	Basic Intrastate Rate Monthly Fee	\$0.20 per minute \$9.95	(I)		
4.2.3.T.	Americatel Business - Ejecutivo	Plan (Plan #4)	(N)		
	Basic Intrastate Rate Monthly Fee	\$0.20 per minute \$8.00			
4.2.3.U.	Americatel Business - Profession	nal Plan (<u>Plan #5)</u>			
	Basic Intrastate Rate Minimum Monthly Charge	\$0.20 per minute \$25.00			
4.2.3.V.	Americatel Business - Selecto P	lan (Plan #6)			
	Basic Intrastate Rate Monthly Fee	\$0.20 per minute \$15.00	(N)		

4.3. Determining Applicable Rate in Effect

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day rate applies to the initial minute and to any additional minutes that the call continues during that rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to that entire minute.

4.4. Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and

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locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, all terms and conditions of service contained in this tariff shall apply to the Company's promotional service offerings.

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4.5. Other Miscellaneous Rates or Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasigovernmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund.

4.5.1. Universal Service Charge

Services provided pursuant to this tariff are subject to a Universal Service Fund surcharge equivalent to .1881 percent of the Company's intrastate revenues. The amount of the Universal Service Fund surcharge is subject to periodic adjustment by the Arizona Corporation Commission. The application of this surcharge is

4.6.

	subject to billing availability.	
Dial-A	Around Code 10-15-688 AMETEX	
4.6.1.	Rate and Charge Application	
	Ametex 10-15-688 has a model that will charge the customer a fixed price for the first ten minutes, plus a specific rate for each additional minute according to the destination.	(T) (T)
	The service does not charge a connection fee.	
	The monthly charges will be billed to the customer by ILD Telecommunications, Inc. and it will appear in their monthly Local Exchange Carrier ("LEC") bill. Ametex 10-15-688 service will only be available to customers that have active service with LECs, as our service will not be provided to customers who receive service from a Competitive Local Exchange Carrier ("CLEC"). These customers will be blocked and will not be able to use our service.	(N (T (T
<u> </u>		

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		duration bet been establi	tween six shed) wi ed in two	be charged for calls lasting 6 sects seconds and ten minutes (after all be billed for ten minutes. Cale-minute increments. Fractional ent.	two-way communication has ls of more than ten minutes	(T) (T)
		Examples:				(N)
		A call lastir specified de		onds will be billed for a full ten-	-minute initial charge for the	
			_	ntes, 45 seconds will be billed for ied destination.	or a full ten-minute initial	
				nutes will be billed for the full to plus two minutes at the per-min		
		determined minutes wil	by the te l be bille	than ten minutes, the rates per a rminating destination of the call d in 2 minute increments. Fract he full increment.	. Only calls greater than 6	(N)
	4.6.2.	<u>Maximum l</u>	Rates			(- ')
		First Ten M Each Addit		\$0.88 nute: \$0.07		(R)
4.7	1-800-3030-123 Americatel Collect Service					
	4.7.1.	Rate and Cl	narge Ap	plication		
		4.7.1.A.	Dome	estic Intrastate Rates and Charge	<u>es</u>	(T)
			apply	all access charges and per minut to intrastate calls using 1-800-3 ce. Americatel Collect Service	3030-123 Americatel Collect	
Issue	d:				Effective: 4.14.06	
			By:	Alfredo Parot Chief Executive Officer Americatel Corporation 4045 N.W. 97th Avenue Miami, Florida 33178	ADMINISTRATIVE	

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		minut minut	es with partial minute.	tes of usage ro	unded up to the 3rd	
		is dete when two-v	ermined by the durat the called party answay communication the calling or called	ion of the call wers the call, a is established.	23 Americatel Collect call Chargeable time begins accepts the charges, and Chargeable time ends up or otherwise terminates	
	4.7.1.B.	Roun	ding			(T)
		Calls	are billed in increme	ents of 3 minu	es.	
	4.7.1.C.	<u>Paypl</u>	none Surcharge			(T)
		Amer	ricatel will charge a p	oay-phone sure	charge of \$0.65 per call.	(T)
	4.7.1.D.	Maxi	mum Rates			
		The maximum rates and charges applicable to 1-800-3030-123 Americatel Collect Service are as follows:				
		Conn	ection Charge	\$3.50 per	call	
		Base	Rate	\$1.00 per	minute	
4.8	Presubscribed Custo	omer VI	P Program			(N)
	customers with free (US\$) on their telep actively presubscrib months and consum (The Monthly Fee a from the customer's	internate internate bhone bild bed to on the an averand the design and lires	ional minutes, which I. The program will to of the Americatel trage minimum of \$2 omestic and internative or from his or her	n will be given award custom Long Distance O per month o ional long dist cellular teleph	loyal Presubscribed in the form of a credit ters who continue to remain plans for 4 consecutive on their long distance bill cance traffic, whether made one will be included in the te awards to qualifying	(N)
Issued	:				Effective: 4.14.06	
		Ву:	Alfredo Parot Chief Executive C Americatel Corpo	ration	ADMINISTRATIVEL	

Miami, Florida 33178

(N)

INTEREXCHANGE SERVICE TARIFF

customers every 4 months, provided the Customer has not canceled their service prior to the 4 month period. Customers will receive a letter from Americatel announcing the award and how to activate it. The award will not be given automatically; customers must call from their presubscribed telephone to the 1-800-290-3233 number that appears in the letter in order to activate their awards. The award will appear on the Customer's telephone bill within the next billing cycle after activation. The customer will have 90 days from the day the award was given to activate their award, after this period the unclaimed award will be forfeited. Customers must update Americatel with their mailing address in order to be able to receive the awards notification.

The award will depend on the average monthly consumption of the customer. Consumption will be calculated based on whole months. The consumption of customers subscribed during the current month will start counting as of the first day of the following month of their subscription.

CUSTOMER CATEGORY	AVERAGE MONTHLY CONSUMPTION (based on LDI and/or LDD minutes Plus the monthly fee)	AWARD (credit issued on customer's bill upon activation by customer)		
Тор	\$100+	\$6.50		
Grand	\$40-\$99.99	\$4.50		
Medium	\$20-\$39.99	\$3.00		
Small	\$19.99 or less	\$0.00		

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Credits applicable only as to the specific telephone number used to make the qualifying calls. The credits may only be used to make international long distance calls, which calls will be charged at the same per-minute rates as the customer's presubscribed Americatel Plan. If credits are not used to make calls, they will be applied as a reduction of your Americatel charges in the amount of the award.

These new VIP Program rules are effective as of April 1, 2005 and replace the previous VIP Program rules (in which the award was given in the form of a VIP Calling Card). Presubscribed customers including those activated before March 1, 2002 and new customers as of March 1, 2002 will be eligible to receive this benefit. This benefit is not available to direct billing customers or to customers of Americatel 1010 123 Dial Around service.

If a customer feels that he or she should have received an award and makes a claim, Americatel will examine the case and, if the conditions are met, Americatel will grant the appropriate award to the customer. Customers may make a claim or obtain information about their awards by calling Americatel's Customer Service Number.

4.9 Dial-Around Code 1010-123 Americatel

Americatel will charge a per-minute rate and a connection fee per call.

Service to business customers is billed by whole minutes, with partial minutes of usage rounded up to the next whole minute. For Business Customers and for Intrastate and Interstate Customers, the following rules apply:

The minimum call duration for billing purposes is 1 minute for a connected call. Customers will not be billed for calls of 6 seconds or less. After the first 6 seconds of a call, the customer will be billed for 1 minute. Calls beyond 1 minute are billed in 1 minute increments.

4.9.1 <u>Intrastate Rates and Charges</u>

Per-Minute Intrastate Rate:

Same as the presubscribed

plan rates

Connection Fee Per Call:

\$0.39

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4.10 <u>Linea Pais Americatel</u>

The \$19.95 Monthly Fee includes the following:

A customer in the US is assigned a telephone number in a foreign capital of his or her choosing (right now, the service is offered in Santiago and Lima) and that customer's relatives and associates can call to be connected to his or her telephone in the US. Also, the customer's US telephone will be subscribed to a calling plan that gives him special per-minute rates for calling Latin America, especially, the foreign country where his foreign line is located.

4.11. Americatel Traditional Classic Card

A connection charge of \$0.50 applies to the first minute for intrastate calls. A weekly maintenance fee of \$0.49 applies after the first call. A per minute rate of \$0.0678 applies to intrastate calls made using the Americatel Traditional Classic Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.50 for all calls made using Americatel Traditional Classic Prepaid Phone Card service which are placed from payphones. A service charge of 3.53% of the per-minute rate applies per call.

4.12. Americated Traditional No Connection Fee Card

There is no access charge or connection fee for the use of the Americatel Traditional No Connection Fee Prepaid Phone Card. A weekly maintenance fee applies to each card after the first call and varies depending on the denomination of the card: \$0.95 for the \$5.00 card, \$1.25 for the \$10.00 card and \$1.99 for the \$20.00 card. A per minute rate of \$0.0833 applies to intrastate calls made using the Americatel Traditional No Connection Fee Prepaid Phone Card. Intrastate service is decremented in whole minutes, with partial minutes of usage rounded up to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.50 for all intrastate calls made using Americatel Traditional No Connection Fee Prepaid Phone Card service which are placed from payphones. A service charge of 3.53% of the per-minute rate applies per call.

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4.13 Americatel Global Prepaid Phone Card (Classic)

(N)

A connection charge of \$0.50 applies to the first minute for intrastate calls. A weekly maintenance fee of \$0.49 applies after the first call. A per minute rate of \$0.0527 applies to intrastate calls made using the Americatel Global Prepaid Phone Card (Classic). Intrastate service is decremented in whole minutes with partial minutes of usage rounded to the next whole minute. Americatel will also charge a per call payphone surcharge of \$0.50 for all intrastate calls made using Americatel Global Prepaid Phone Card (Classic) service which are placed from payphones. A service charge of 3.53% of the per minute rate applies.

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INTEREXCHANGE SERVICE PRICE LIST

1.0	Message Toll Service (Casual Dial-Around Service) will be charged at the following
	price, subject to the terms set forth in Americatel's Tariff No. 1:

	Initial Minute	Additional Minute
Day:	\$0.2000	\$0.2000
Evening/Weekend:	\$0.2000	\$0.2000

2.0 Directory Assistance service will be charged at the following price, subject to the terms set forth in Americatel's Tariff No. 1:

\$1.00 per call

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